

Exhibit B

To Registration Statement

OMB No. 1105-0007

Approval Expires Oct. 31, 1983

Under the Foreign Agents Registration Act of 1938, as amended

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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

H. William Tanaka d/b/a Tanaka Ritger & Middleton Name of Foreign Principal

Onoda Cement Co., Ltd.

Check Appropriate Boxes:

- 1. XX The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2. [3] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. [3] The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To provide legal counseling and informational services

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

SEE STATEMENT NO. 4

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes D No KIX

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

July 28, 1987

Name and Title

H. William Tanaka Attorney Signature

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Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any acction of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LAW OFFICES

DONALD L. E. RITGER OF COUNSEL

H. WILLIAM TANAKA B. JENKINS MIDDLETON PATRICK F. O'LEARY MICHELE N. TANAKA PATRICK J. O'MARA *

MEMBER OF MICHIGAN BAR ONLY

TANAKA RITGER & MIDDLETON

1919 PENNSYLVANIA AVENUE, N. W. WASHINGTON, D. C. 20006

AGREEMENT BETWEEN

ONODA CEMENT CO., LTD.

AND

H. WILLIAM TANAKA

LEGAL COUNSELING AND INFORMATIONAL SERVICES

Agreement entered into by and between Onoda Cement Co., Ltd., of Tokyo, Japan (hereinafter referred to as "ONODA") and H. William Tanaka, Counselor at Law, of Washington, D.C. (hereinafter referred to as "Counsel").

WHEREAS, ONODA desires to obtain certain legal counseling and informational services;

NOW, THEREFORE, it is mutually agreed as follows:

- 1. Counsel will provide legal counseling and informational services in the form of (1) Washington Business Report-Biweekly Summary; and (2) Washington Business Reports.
- 2. ONODA in consideration of the foregoing services to be rendered by Counsel agrees to pay Counsel, within a reasonable time after execution of this Agreement, a retainer fee of \$6,500.00 (Six Thousand Five Hundred Dollars) covering the period of March 1, 1987 through February 29, 1988.

This Agreement shall become effective immediately upon execution herein between the parties hereof.

IN WITNESS WHEREOF, the parties have hereunto signed, sealed and delivered this Agreement.

ONODA CEMENT CO., LTD.

BY: Duly Authorized Officer

Date:____

H. WILLIAM TANAKA

PANAFAX: 202-293-2119

202-429-0564

TELEX: 248450

INDUSTRIAL ECONOMIST

JAMES C. DAVENPORT #

LEGISLATIVE TRADE ANALYST

JEREMY O. PREISS #

. NOT A MEMBER OF ANY BAR

Counselow at Law

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